

VIOLATIONS CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of filthy substances, since it contained rodent excreta and rodent hair fragments; and, Section 402 (a) (4), it had been stored under insanitary conditions whereby it might have become contaminated with filth.

DISPOSITION: May 3, 1944. United States Cold Storage Co., appeared as claimant. Judgment of condemnation was entered and the product was ordered released under bond to be brought into compliance with the law, under the supervision of the Food and Drug Administration. The unfit portion was segregated and disposed of as stock feed.

5980. Adulteration of peanut butter. U. S. v. 70 Cases and 20 Cases of Peanut Butter. Default decree of condemnation. Product ordered destroyed. (F. D. C. No. 10500. Sample No. 16081-F.)

LIBEL FILED: September 1, 1943, District of Idaho.

ALLEGED SHIPMENT: On or about October 30, 1942, by Jaxon Foods, Inc., Jacksonville, Fla.

PRODUCT: 70 cases, each containing 12 1½-pound jars, and 20 cases, each containing 24 1-pound jars, of peanut butter at Pocatello, Idaho.

LABEL, IN PART: "Little Moore Brand Peanut Butter"

VIOLATION CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of dirt or grit.

DISPOSITION: October 22, 1943. No claimant having appeared, judgment of condemnation was entered and the product was ordered to be delivered to the Idaho Salvage Committee of the War Production Board. Upon refusal of the Committee to accept the product, an amended decree was entered on January 24, 1944, ordering the destruction of the peanut butter.

5981. Adulteration and misbranding of peanut butter. U. S. v. 67 Cases of Peanut Butter (and 3 other seizure actions against peanut butter). Decrees of condemnation. Portions of product ordered released under bond, one lot to be relabeled, one lot to be repackaged, and one lot to be used as animal food. The remaining lot was ordered to be delivered to a charitable institution. (F. D. C. Nos. 11026, 11659, 11888, 12033. Sample Nos. 35738-F, 36666-F, 36667-F, 37390-F, 57240-F.)

LIBELS FILED: October 30, 1943, District of Colorado; January 17, 1944, District of Maryland; February 28, 1944, Western District of South Carolina; March 22, 1944, District of New Jersey.

ALLEGED SHIPMENT: On various dates between March 8 and December 7, 1943, from Haddock, Ga., by the Cherokee Products Co.

PRODUCT: 67 cases of peanut butter at Grand Junction, Colo., 145 cases at Baltimore, Md., 87 cases at Greenville, S. C., and 80 cases at Carlstadt, N. J.

LABEL, IN PART: "Georgia Gold Peanut Butter Net Weight 1 Lb. [or "2 Lbs.," or "12 Ozs.,"] Peanut Butter," or "O'Sage Brand Contents 12 Oz."

VIOLATIONS CHARGED: Adulteration, Section 402 (a) (3), the product (Baltimore lot) consisted in whole or in part of a filthy substance by reason of the presence of insect fragments.

Misbranding, Section 403 (a), the product at Grand Junction, Greenville, and Carlstadt, was misbranded in that the statements of the quantity of contents, appearing in the label, were false and misleading as applied to a product which was short-weight; and, Section 403 (e) (2), the product was in package form and failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: December 7 and 22, 1943, and March 24 and June 1, 1944. The Cherokee Products Co., claimant for the lots at Grand Junction, Baltimore, and Carlstadt, having admitted the allegations of the libels, judgments of condemnation were entered and the product was ordered released under bond, the 67 cases of peanut butter at Grand Junction, Colo., to be relabeled; the 80 cases at Carlstadt, N. J., to be repackaged or refilled to the declared weight; and the 145 cases at Baltimore, Md., to be used for animal feed. No claimant having appeared for the 87 cases at Greenville, S. C., judgment of condemnation was entered and the product was ordered delivered to a charitable institution.

5982. Adulteration of pifion nuts. U. S. v. 900 Sacks of Pifion Nuts. Decree of condemnation. Product ordered released under bond for cleaning. (F. D. C. Nos. 11862, 11865, 11866. Sample No. 39661-F.)

LIBEL FILED: February 18, 1944, Southern District of California.

ALLEGED SHIPMENT: From on or about October 21 to December 2, 1943, by the Tri-State Brokerage Co., from Albuquerque, N. Mex., and by the Gallup Mercantile Co., and Jack Hill from Gallup, N. Mex.

PRODUCT: 900 sacks, each containing approximately 80 pounds, of piñon nuts.

VIOLATION CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence in it of rodent and other animal excreta, stones, stems, and pine needles.

DISPOSITION: March 20, 1944. The Los Angeles Nut House, claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for cleaning and removal of the extraneous substances, under the supervision of the Food & Drug Administration.

5983. Adulteration of piñon nuts. U. S. v. 200 Bags and 9 Bags of Piñon Nuts. Consent decrees of condemnation. Product released under bond for cleaning. (F. D. C. Nos. 11782, 11878. Sample Nos. 53632-F, 53938-F.)

LIBELS FILED: February 9 and 19, 1944, Southern District of California.

ALLEGED SHIPMENT: On or about November 12 and 26, 1943, by the Gallup Mercantile Co., Gallup, N. Mex.

PRODUCT: 200 bags, each containing approximately 81 pounds, and 9 bags, each containing approximately 75 pounds, of piñon nuts in the shell, at Los Angeles, Calif.

VIOLATION CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of filthy substances by reason of the presence (200 bags) of rodent pellets and pellets resembling rabbit excreta, and (9 bags) of sticks, stones, stems, and animal excreta from other than rats or mice.

DISPOSITION: February 25 and March 20, 1944. Gonzalez and Blanco, and the Mellos Peanut Co., Los Angeles, Calif., claimants, having admitted the allegations of the libels, judgments of condemnation were entered and the product was ordered released under bond for cleaning by removal of extraneous material, under supervision of the Food and Drug Administration.

OILS AND FATS

5984. Adulteration and misbranding of olive oil. U. S. v. Dante Pinnere, Louis Cutali, and Vincenzo Cottone (C. P. C. Trading Co.). Pleas of guilty. Dante Pinnere and Louis Cutali fined \$50 on each of the 4 counts; and Vincenzo Cottone fined \$100 on each of the 4 counts. Fine suspended as to all defendants on the last 3 counts. (F. D. C. No. 7744. Sample Nos. 64837-E, 64856-E.)

INFORMATION FILED: December 21, 1942, Western District of New York, against Dante Pinnere, Louis Cutali, and Vincenzo Cottone, trading as the C. P. C. Trading Co., Rochester, N. Y.

ALLEGED SHIPMENT: On or about January 27 and March 2, 1942, from the State of New York into the States of Pennsylvania and Ohio.

LABEL, IN PART: "One Gallon Net * * * La Boheme Brand Pure Olive Oil."

VIOLATIONS CHARGED: Adulteration, Section 402 (b) (2), an oil or oils other than olive oil had been substituted in whole or in part for pure olive oil, which the article was represented to be.

Misbranding, Section 403 (a), the statements, "Pure Olive Oil Imported Product," and "This can contains imported olive oil—guaranteed to be absolutely pure under any chemical analysis," (and similar statements in Italian), and "Pure Imported Olive Oil," and the design of olives on the label, were false and misleading in that they represented and suggested that the article was pure olive oil, whereas it was not pure olive oil; Section 403 (b), it was offered for sale under the name of another food, olive oil; Section 403 (f), the words, statements, or other information required by or under the authority of the Act to appear on the label or labeling were not placed thereon in such terms as to render them likely to be read and understood by the ordinary individual under customary conditions of purchase and use, in that the can labels bore representations in the Italian language and, by reason of such representations, the article purported to be prepared for the Italian purchaser, and the words, statements, and other information required by the law to appear on the label or labeling should appear thereon in the Italian language in order to be read and understood by the Italian purchaser, whereas they did not so appear; Section 403 (i) (2), the product was fabricated from two or more ingredients and its label failed to bear the common or usual name of each